

WORKING AGREEMENT
Between



DELEK US HOLDINGS
Alon USA, LP
Big Spring Refinery
and



INTERNATIONAL UNION OF
OPERATING ENGINEERS,
Local 351

EFFECTIVE APRIL 1, 1993

To include Letters of Agreement on June 23, 2020

EXPIRING MARCH 31, 2022

**WORKING AGREEMENT
BETWEEN**



**Delek US Holdings
Alon USA GP, Inc.
and**



International Union of Operating Engineers, Local 351

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SOA	Dated 5/31/2018
SOA	Dated 6/23/2020

THIS AGREEMENT, made and entered into this 31st day of March, 1993 along with Letters of Agreement dated December 4, 2019 between Delek US, with a refinery and related facilities at Big Spring, Howard County, Texas, hereinafter referred to as the “COMPANY” its successors or assigns, and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 351, hereinafter referred to as the “UNION”.

Recognition:

The Company hereby recognizes the Union as the exclusive representative of a unit consisting of the following employees, to wit:

All operating and maintenance employees of the Refinery of Alon USA, LP, located at Big Spring, Texas excluding the administrative, supervisory, clerical, plant protection, and technical employees for the purpose of collective bargaining with the Company with respect to wages, hours, and the conditions of employment, subject to and in accordance with the provisions of the National Labor Relations Act, and Labor Management Relations Act of 1947, as amended.

The provisions of this agreement hereinafter set out in ARTICLE 1 through 24 shall apply to all employees in the above described unit as shown on Job Classification and Promotion Chart hereto attached as Exhibit “B” and made a part of this Agreement. Changes in job classification as shown on said chart shall not be made except by mutual agreement of the parties.

ARTICLE 1 Period of Agreement

This agreement shall become effective April 1, 1993, and as extended by a series of letter and Stipulations of Agreement, shall expire at midnight on March 31, 2022 with March 31 being the anniversary date thereof, and shall be automatically renewed for consecutive periods of one (1) year each thereafter unless either party shall service notice upon the other, in writing, of its desire to cancel or amend the Agreement at least sixty (60) days prior to March 31 of any calendar year. In the event notice is served upon either party by the other, negotiations shall begin as soon as possible, the basic wage rates provided hereunder shall become effective December 23, 2018, for employees on the active payroll of the Company on December 22, 2018, and all those subsequently hired.

ARTICLE 2 Re-Open Contract

On or after January 8, 1996, the Union may serve notice to the Company to reopen the contract for negotiation of wage items only. In the event such notice is given, the parties will commence negotiations as soon as possible, such negotiations shall continue until agreement is reached or until the contract terminates under ARTICLE I above. Prior to the termination date in ARTICLE 1 the following will remain in effect.

Notices herein provided may be given by depositing the same in the United States mail in a sealed envelope, registered, postage paid, and addressed by one party to the other as follows:

International Union of Operating Engineers, Local 351
111 East Coolidge
Borger, Texas 79007

Delek US Holdings, Big Spring Refinery
Post Office Box 1311
Big Spring, Texas 79721

ARTICLE 3

Work Schedules, Hours, and Assignment of Work

1. Regular hours of work shall be eight (8) consecutive hours per day, and forty (40) hours per week shall be the basic work week, provided that by mutual agreement between the Company and the Union work hours may be added to the basic work week.
2. A work day shall consist of a twenty-four (24) hour period commencing at 7:00 a.m. A work week shall consist of seven (7) consecutive days commencing at 7:00 a.m. Sunday or any other mutually agreed upon by the Company and the Union.
3. (A) All employees shall have a regular weekly work schedule and shall normally work five (5) days and be off for two (2) days; except, where shift workers are scheduled to work a day off. In no event will an employee be refused work on a regularly scheduled day because of previously worked overtime unless such overtime would be a violation of the Company Fatigue Policy (See Fatigue Policy for determination)

(B) Work schedules shall be subject to change from day to day after notice of at least twenty-four (24) hours. If twenty-four (24) hours is not given, the overtime rate shall apply for the first shift worked on a rearranged schedule.

(C) The rules set out in Paragraphs 3 (A) and (B) of this ARTICLE shall not apply to employees making up lost time, nor to any change in schedule made for the convenience of employees, nor to employees returning to their regular schedule.

(D) Employees who work the 8:00 a.m. to 5:00 p.m. shift and request personal time off during the work week of over four (4) hours shall be required to make up such lost time on Saturday at straight time provided that if such employee has a valid reason for not making up such lost time he will be excused.

If an employee is off for personal reasons during the work week of four (4) hours or less, then such employee will not be required to make up such lost time; however, he may request the opportunity of making up such lost time. The opportunity of making up such lost time shall be at the sole discretion of the Company.

An employee who is off for four (4) hours or less during a work week who doesn't request to make up lost time on Saturday, will be paid in accordance with ARTICLE 4, Paragraph 2 (C) if called out to work on Saturday. An employee making up four (4) hours lost time on Saturday will be entitled to a meal or meal allowance in the event they are required to work overtime more than two (2) hours beyond completion of the scheduled make up time except where the employee is permitted to take their full lunch period in which event no meal or meal allowance will be provided until the employee has worked an additional six (6) hours.

An employee making up lost time on a Saturday in accordance with the above will be paid sick pay benefits in accordance with the Sick Pay Plan provisions in the Working Agreement.

(E) No employee shall lose time or pay because of rearrangement of work schedule or temporary plant shutdown for repairs, unless such rearrangement or work schedule or temporary plant shutdown is due to fire, explosion, or other causes beyond the control of the Company. In the event of emergency shutdown of a processing unit, change in daily or weekly work schedules may be made on twenty-four (24) hour notice without overtime pay; and at termination of a shutdown, all employees who have had their work schedule changed due to such shutdown shall resume their regular schedule for the week in which such shutdown is terminated. It is understood and agreed that during shutdowns of any operating units, the operating employees shall perform any duties assigned to them.

(F) Operations and related facilities personnel will perform Maintenance work that can be performed with available tools and ability and which do not deter from such employee's normal operation duties.

(G) All Maintenance crafts will have the flexibility to perform all duties of any assigned job to the extent of their skills and ability; except, electrical wiring, which will be done by qualified electricians.

(H) Employees who are “extra” in any given line of promotion or on the Yard may be utilized wherever qualified and deemed necessary for the most efficient operation of the Refinery.

EXAMPLE: If Relief Helper from Cat Cracker is on Yard and Company has vacancy at Crude Unit, and such Relief Helper is qualified to work the vacant Crude Unit Job he could be assigned to fill the job.

- 4 The assignment of regular Maintenance skeleton crews to perform Saturday work shall be regularly rotated among all eligible qualified Maintenance employees scheduled for day work.
5. In the event it becomes necessary to increase the number of work days per week, such schedule shall provide a regularly scheduled day off.
6. Sunday shall be a regularly scheduled day off for Maintenance employees; except, those scheduled on rotating seven (7) day schedule.
7. In selecting shift workers to work overtime on twelve (12) hour shifts, reference the Twelve Hour Shift Proposal “Final Draft” 1/27/95, Exhibit “C”.
8. In selecting shift workers to work overtime on the eight (8) hour shifts, the Company will attempt to schedule the employees of the same classification on the preceding shift and the employees of the succeeding shift who will work twelve (12) hours each.

Should the man on the succeeding shift be unavailable, then the employees on duty will be offered the opportunity to work the remaining four (4) hours, constituting a double shift. In the event the vacancy occurs after the beginning of a shift and the employee on the preceding shift has been relieved, then the employee on the succeeding shift shall be called to work the remaining hours of that shift preceding his regular shift. Only in the event such employees are unavailable will employees on their regularly scheduled days off be asked to work.

(A) In the event employees within the classification in which the vacancy occurs or on their regularly scheduled days off are unavailable, the Company would fill the vacancy as follows:

Fill the vacancy with the employee on shift and/or the employee scheduled to work the next succeeding shift in the next higher classification are not available to fill the vacancy, then the employee in the next higher classification on shift and/or scheduled to work the next succeeding shift shall be offered the opportunity to fill the vacancy.

In assigning work to employees in the next higher classification it was discussed that the preferable procedure would be to divide the overtime, 4 hours of the preceding shift and 4 hours to the succeeding shift.

(B) It is further agreed overtime will be paid in the higher classification when there is not enough relief employees to fill all vacancies. If the Company has as much as eight (8) hours advance notice prior to start of shift on which a vacancy will occur, it is permissible to assign the senior employee in the next lower classification to the job prior to the start of a shift on which a vacancy will occur, provided such upgrading would result in a lesser number of total overtime hours being scheduled (premium pay is not to be considered as overtime hours).

9. All work schedules for Maintenance workers (other than regular daylight hours) shall provide for eight (8) hours consecutive work, including a lunch period not to exceed twenty minutes.
10. Employees having regularly designated lunch periods will be permitted to take their full lunch period either sooner or later where it becomes necessary for them to work during the regular period. However, if conditions do not permit this alternate period to be started within one (1) hour of normal time, they shall be paid at one and one-half (1 ½) times normal rates for the lunch period and allowed a reasonable time (not to exceed twenty (20) minutes) as soon as possible in which to eat.
11. Employees normally working 8:00 a.m. to 5:00 p.m. will be given five (5) hours advance notice when the Company desires such employees to work past their regular quitting time, unless an emergency arises within the five (5) hour period.
12. When telephones are available, employees are expected to have telephones in order to qualify for call outs. When a telephone is not available, the Company will be expected to notify the employee who resides in a ten (10) mile radius of the Refinery.
13. For employees required to work overtime without prior notice who are without transportation, the Company will provide transportation home after completion of the work if the employee requests it and the employee lives within a radius of sixteen (16) miles.
14. Any work performed shall normally be performed in the department where such work is usually performed; except, as set out in this Article, Section 3 (G).

15. In the event of a vacancy in any job, the Company shall not be required to fill the job if an insignificant amount of work is to be done in the job.

16. Each employee must notify his supervisor as far in advance as possible in the event he is not going to report for work as scheduled. Furthermore, each employee must notify his supervisor (or Shift Foreman) as far in advance as possible before returning to work after being off duty or on leave of absence.

17. Response Time for Maintenance Employees living Outside the Big Spring Area:

For those individuals who choose to live more than forty-five (45) miles from the Big Spring Refinery, the Company will require a response time of no more than one and one-half (1.5) hours from the time the craftsman agrees to take the callout until they arrive at the Refinery. The craftsman will communicate the time they think it will take for them to respond and arrive at the Refinery. If they cannot respond to the callout within the one and one-half (1.5) hour time frame, it will be communicated to the guard or shift foreman by calling them and the next available craftsman will be called. If any time extenuating circumstances arise on their way to the Refinery and this time frame cannot be adhered to, the craftsman is responsible to call the guard or shift foreman and report their status so to see if they are still needed and then respond accordingly. In an emergency, the Company has the right to find a craftsman able to respond faster if necessary, while adhering to the callout procedure.

18. Maintenance On-Call During Special Situations:

This agreement will be used at the Company's discretion when a situation arises in which the Company feels it is necessary and in the best interest of the Company to put craft on-call. Example: Extended holidays, weekends after shutdowns, etc.

- a. The overtime list will be used per current agreement. Starting with the craftsman with the lowest hours of overtime and working down the list to the craftsman with the highest hours of overtime. If there are no volunteers the lowest man will be forced to take the call.
- b. During a callout the gate guard will still use the callout list as per current agreement and not go directly to the person on-call. The person on-call will ultimately be expected to take it when it gets to them if no one else has taken it.
- c. The person on-call will be expected to get to the refinery within one and one-half (1½) hours as per current agreement.

- d. Two (2) hours of premium straight time will be paid for each day on-call. However, the person on-call will be paid four (4) hours of premium straight time on an actual holiday. For example, a person on-call for a four (4) day Thanksgiving weekend will be paid four (4) hours of premium pay on Thursday and two (2) hours of premium pay on Friday, Saturday, and Sunday.
- e. The money paid for being on-call is over and above any actual callouts.
- f. The on-call day runs from 7:00 a.m. of the day of call until 7:00 a.m. the following morning. Example: if you are on-call for Friday you will be on-call Friday morning at 7:00 a.m. until Saturday morning at 7:00 a.m.

ARTICLE 4

Compensation

1. Wage rates for work performed in standard job classification shall be those rates shown upon the schedule hereto attached and marked Exhibit "B" and made a part of this contract.
2. Overtime rates shall be one and one-half (1½) times the regular rate and shall be paid:
 - (A) For all work done in excess of eight (8) hours in any twenty-four (24) hour period or the work done in excess of forty (40) hours in any work week.
 - (B) For work done in on employee's scheduled day off or outside of his regularly scheduled hours as defined in Article 3, Paragraphs 3, 5 and 10.
 - (C) To an employee who is called while off duty outside of his regular working schedule and is required to work, for actual time worked, provided that minimum paid for such shall be four (4) hours pay at his regular rate, and further provided that no work is required of him after this being called out, he shall receive pay for four (4) hours at his regular rate.
3. Double time will be paid the seventh (7th) consecutive day worked in any work week and the time in excess of eighteen (18) consecutive hours in any work period.
4. A minimum of two (2) hours per day must be worked in each day in order to be considered as a day worked in determining the pay for the seventh (7th) day.

5. When an employee is temporarily promoted to a job paying higher rate of pay, such employee shall begin receiving the higher rate of pay with the first hour worked.
6. When an employee is temporarily demoted to a job paying a lower rate of pay, such employee shall receive no reduction in his normal rate of pay.
7. An employee permanently promoted or demoted to another job classification shall be paid the rate of that classification beginning with the first full day of work in that classification. "First full day of work" shall be that day upon which the employee is sufficiently familiar with his new job to carry on alone after a reasonable training period. Notice of this effective date of change and the new rate and classification shall be posted on the department bulletin board of the affected employee at the time the change is made.
8. Employees are expected, in accordance with safe practices, to utilize available time during their regular scheduled hours to learn the duties of the jobs in the next higher classification level. Upon reasonable notice, such training may include temporary assignment of employees on job assessments among classifications without increasing an employee's rate of pay.
9. A record will be kept of overtime worked by all employee except those regularly assigned to shift work, and an effort will be made to equally distribute overtime to Maintenance employees in the classification in which the overtime occurs. The Workmen's Committee will, upon request, be furnished with a copy of such record.
10. When employees are required to work overtime more than two (2) hours beyond their regular scheduled quitting time, the Company will furnish wholesome meals at the Company expense, and such meals will be due upon completion of such overtime and every four (4) hours thereafter. When it is known in advance that the work will continue beyond the time at which the meal will be due, the Company may furnish the meals in advance of such time. When employees are working on a "call-out" basis, they will receive a meal every four (4) hours until they are working on their regular schedule. Overtime meals will be provided consistent with the Working Agreement. If an employee elects not to eat a meal on the work site, the Company will provide meal allowance coupon redeemable on the employee's own time. The coupon will be good for fourteen (14) days from date of issue and redeemable by issue. Coupon redeemable at designated restaurants. Truck drivers out of the refinery during the noon hour or after 7:00 p.m. will be furnished a wholesome meal by the Company. Meals ordered to be eaten on-site will be ordered from a menu furnished by the Company. Company agrees to increase the value of an overtime meal ticket from nine dollars (\$9.00) to eleven dollars (\$11.00).

11. The Company agrees to pay Analyzer Tech/Reliability Tech positions at the Maintenance - Special Assignment rate. The Company will select the person for each position from qualified candidates that express an interest in the position.

ARTICLE 5

Seniority

1. In determining seniority, service of four (4) types shall be considered and the following rules shall apply:

(A) Company-Wide Seniority shall be that seniority determined by the length of uninterrupted service since last date of hire of an employee of the Company (in any of its locations that are or were represented by the Union and agreed to Company-Wide Seniority in the Working Agreement) but not commencing earlier than the effective date of Company-Wide Seniority in the first Working Agreement applicable to the employee during the employee's latest period of uninterrupted service which agreed to Company-Wide Seniority.

(1) The three (3) Working Agreements between the Company and Union that agreed to Company-Wide Seniority and the effective date of Company-Wide Seniority in each area as follows:

(a) Big Spring Refinery
October 1, 1957

(2) Company-Wide Seniority will be exercised only if an employee's services are severed as a result of a layoff or for reasons beyond the employee's control. Company-Wide Seniority shall only be used for the purpose stated in the following subparagraph.

(3) Any employee with Company-Wide Seniority as herein defined who may be laid off shall immediately, if such seniority and the employee's ability permit, bump the last employee hired in any of the Company locations set forth in subparagraph 1(A)(1) of this Article 5. In the event of a permanent lay-off, or is a temporary lay-off becomes a permanent lay-off, seniority and ability will apply, as defined under Company-Wide Seniority.

(B) Length of service in the Big Spring Refinery and Related Facilities shall be "Plant Seniority". Plant Seniority shall become effective when an employee is placed on the permanent payroll, which placement shall in no instance be delayed longer than 6 months from the date of employment. Union agrees that a new employee's probationary period may be extended an additional six (6) months (to a total of twelve (12) months) if Company feels additional evaluation time is warranted. Company agrees to remove a new employee from probation after six (6) months if the employee's job performance has been satisfactory.

Company will inform Union of all decisions regarding either removing an employee from probation or extending the probationary period.

(C) Length of service within a department shall be referred to as “Departmental Seniority”. Departmental Seniority shall be effective immediately upon entering the designated department.

(D) Line of Progression seniority shall become effective on the date an employee is awarded a job bid or the date an employee actually enters any department.

2. An employee shall be given up to sixty (60) days within which to qualify on a job in another department. Upon failure to qualify within sixty (60) days, the employee shall be returned to the employee’s former job without loss of seniority.
3. The Industrial Relations Department of the Company shall keep record of all employment, including a seniority list, a copy of which record shall be furnished to the Union every six (6) months beginning as of the effective date of this contract. Such record shall be considered a part of this contract under separate cover.
4. Neither Plant, Department, nor Line of Progression Seniority shall be considered to have been broken or affected by time spent on active duty with the Army, Navy, Air Force, or other military services of the United States Government unless ninety (90) days elapse following discharge from the armed services before returning to work for the Company.
5. Employees accepting jobs with the Company outside the bargaining unit shall continue to accrue seniority of all kinds provided for in this Agreement for a period of six (6) months and shall retain that accrued at the end of such six (6) months for an additional six (6) months period. Employees who accept jobs outside the bargaining unit shall lose all seniority rights after one (1) year outside the bargaining unit.
6. The Company agrees to select Shift Leaders in Operations, Oil Movement and Storage (OM&S), and laboratory by seniority. Company will work with Relief Shift Leaders if needed to improve skills as listed:
 - Technical and working knowledge of the equipment and the process of the area.
 - Experience in designated area.
 - Leadership ability
 - Communications skill
 - Work relation with other employees
 - Productivity
 - Initiative
 - Safety Consciousness
 - Environmental Consciousness
 - Dependability

- Aptitude and ability

ARTICLE 6

Shift Differentials

Eight (8) hour shift differentials will be paid for all work performed on the evening and night shifts. A differential of fifty cents (\$0.50) per hour will be paid for work performed on the evening shift, and a differential of one dollar and fifty cents (\$1.50) per hour will be paid for work performed on the night shifts, the following shall be observed:

(A) For regular shift workers:

1. Evening Shift 3:00 p.m. – 11:00 p.m.
2. Night Shift 11:00 p.m. – 7:00 a.m.

(B) For regular day workers scheduled to work the night shift:

1. Evening Shift 4:00 p.m. – 12 midnight
2. Night Shift 12:01 a.m. – 8:00 a.m.

(C) Shift differentials are not applicable to regular day workers working beyond their quitting time and receiving the overtime rate.

Twelve (12) hour shift differential.

(A) The Company agrees to pay rotating shift workers night shift differential at the rate of one dollar and fifty cents (\$1.50) per hours.

(B) The Company agrees to pay rotating shift workers overtime shift differential not part of the normal working schedule at the rate of two dollars and twenty-five cents (\$2.25) per hours.

ARTICLE 7

Promotions, Demotions, Layoffs, and Re-Employment

1. “Promotions shall be based on seniority, efficiency, ability and qualification. An employee considered by Company supervision as not qualified for a particular job may request additional training time; and, if such request is approved by Company Management additional training time may be granted, or if employee fails to qualify after the additional training, such employee may, at the Company’s discretion, be returned to his former position or demoted to the Yardman classification. Upon request of the employee, an informal meeting will be held to explore the initial decision of such employee’s lack of qualifications for the job. If the results of this meeting are not satisfactory to the employee, then a grievance can be filed as the third (3rd) step.

Promotions and demotions shall be based on Departmental Seniority, except for interdepartmental promotions or transfers, and shall follow progression as provided in Exhibit "A" attached. Layoffs and re-employment shall be based on Plant Seniority provided that the layoff of necessary skilled employee is not caused thereby. (Employees shall accrue job priority rights in relation to their seniority for all time worked in a given classification, whether time worked was on a permanent or temporary basis)." Any dispute arising from the above will be subject to Article 12 of the Agreement.

2. An employee having established seniority within a department on a permanent basis and then through force reduction within the department, having been demoted to the Yardman classification, shall establish the right to return to the department from which demoted on the basis of seniority within that department even though there may be employees with more plant seniority in the Yardman classification.
3. An employee who relieves or works in a higher classification forty-two (42) full weeks per calendar year will be upgraded to this higher classification.
 - (A) Before filling any vacancy for a Craftsman from outside the Company, the Company will first give consideration to members of that department in line of seniority and allow sufficient opportunity for the determination of qualifications and fitness for each vacancy as it occurs.
 - (B) When an opening occurs in a department at the entrance level, it shall be filled by job bids from employees in any classification shown in Exhibit "A", including Yardman; except, employees will not be eligible to bid on any posted bid until three (3) years after date of award of such employees last bid. The Company agrees to waive the three (3) year bid restriction in the event a person bids on a job, and is bumped out of that job and to the yard due to the combining of units or permanent shut down of a unit. Notice of job openings shall be posted on the designated Company bulletin board for a minimum of 3 days excluding Saturdays, Sundays and holidays. Should it be known that the job opening is of less than thirty (30) days' duration, it may be filled by seniority and job preference on a weekly basis from the Yardman classification without bid; and no department seniority shall accrue. All represented employees hired after April 1, 2015, must remain in their initially assigned department for three (3) years before they are eligible to bid to another department.
 - (C) Employees on vacation, scheduled day off, sick leave or leave of absence not exceeding thirty days shall be permitted to exercise their rights to bid on job openings within three (3) days after their return to work excluding Saturdays, Sundays, and holidays.
 - (D) Level Pay When Bidding Between Crafts and Between Operations and Maintenance or Vice Versa

All Operations positions will be posted as Operator Trainee jobs based on the assumption it is an entry level position. However, if someone from Operations bids on the position, then it is agreed that the successful bidder would keep whatever their current pay level is for two (2) years while they work toward certification to a minimum Level 3 (see Transfers Between Units on Certification Document).

If a Maintenance Craft employee bids to another craft, the employee will retain their current pay level for two (2) years while they progress through the certification process for their new craft.

An employee would start at the Craftsman Trainee pay scale if s/he bids from Operations to Maintenance or vice versa. This is based on the assumption that the Maintenance employee would not have any Operations experience or knowledge nor would an Operation employee possess a sufficient degree of Maintenance experience or knowledge.

The Company agrees that, if a Maintenance Department employee with five (5) or more years of experience in Maintenance in the Big Spring Refinery accepts a bid to the Operations Department, that employee will be paid an Operator I beginning wage rate rather than an Operation Trainee wage rate. Maintenance Department employees with less than five (5) years of experience in the Big Spring Maintenance Department may still bid and accept positions within Operations and OM&S; however, their beginning wage rate will be the current Operations Trainee wage rate. All other agreements regarding bidding rights and level certification remain unchanged.

4.
 - (A) Employees laid off through no fault of their own shall retain seniority right and be subject to recall for a period of eighteen months from date of layoff.
 - (B) Employees on sick leave shall retain seniority right for a period of three (3) years.
5. In case of re-employment, employees who have been laid off and are eligible for recall shall be notified in writing at their last known address in order of seniority to report to work. In the event any employee so notified shall fail to report to work within five (5) days from the date of mailing notice if in the immediate area of Big Spring and ten (10) days from date of mailing notice if not in the immediate area of Big Spring, such employee's seniority shall be terminated provided such failure to report is not due to sickness, death, or emergency involving such employee or employee's immediate family of which notice was given to the Company within ten (10) days from date of mailing notice, and further provided that upon reporting for work, such employee shall present a certificate from the Company doctor as to the employee's physical fitness. No new employee shall replace laid-off employees until all such laid-off employees have been

notified and given opportunity to report for re-employment in accordance with the terms of this Agreement.

6. Any employees request for demotion within a department or to the yard must be approved by the Company. Should the request for demotion be approved, such employee would not be eligible for further promotions until after one year; unless, approved or assigned by the Company.
7. Operations Division Seniority shall be that seniority determined by the length of service in any and all of the departments in the Operations Division and shall be utilized only as follows:
 - (A) Where a unit is expanded and one (1) additional job is created, the additional job shall be filled by departmental seniority, should more than one (1) additional job be created in a department, all jobs above the double line as shown in Exhibit "A" shall be filled by Operations Division Seniority; and all jobs below the double line shall be filled by Plant Seniority.
 - (B) Where a new unit is built creating a new seniority department, all jobs above double line as shown in Exhibit "A" shall be filled on the basis of Operations Division Seniority and all jobs below the double line shall be filled by Plant Seniority. Vacancies created in any department resulting from the transfer of employees to another department shall be filled by Departmental Seniority. After the upgrading of employees within a department, the remaining vacancies shall be filled by Plant Seniority.
 - (C) It is further understood between parties that the Operators for a new unit will be selected by seniority as near as possible; but no more than one (1) vacancy shall be created in that classification in any existing department.
 - (D) Employees in the Operations Division who would otherwise suffer a reduction in classification and rate of pay due to the closing down of a department, a part of a department, or for any other reason, shall be permitted to either bump the youngest employee in terms of Operations Division Seniority in the same or lower classification in said division or demote within their department or to the Yard. Employees bumping into another department under this clause will assume Departmental Seniority according to the employee's Division Seniority in that job classification subject to other applicable provisions of this contract relating to progression. Any employee bumped hereunder shall demote within such employee's department in accordance with the applicable line of progression shown in Exhibit "A" hereto.
 - (E) An employee returning from military service shall be permitted a choice according to the employee's Division Seniority to either:

- 1) Return to the department from which the employee left for Military Service.
 - 2) Bump into any new department created in the Operations Division while in Military Service. The employee returning from Military Service and bumping into a new department shall establish departmental seniority according to such employee's Division Seniority.
- (F) An employee within a new department who is bumped by an employee returning from Military Service shall be permitted a choice of either:
- 1) Demote within that department
 - 2) Return to the department from which such bumped employee bid into new department and resume such employee's original position in relation to the other employees in that department.
8. "Should any employee fail to qualify for a job or higher job or refuses promotion to a higher job, such employee, at the Company's discretion may be returned to the Yardman classification and must remain in the Yardman classification for 1 year before eligible for further promotion or bid." Such employee will be paid the newly established Yardman rate of pay. See Exhibit "B"
9. For the purpose of this paragraph it is agreed that if due to an emergency a junior employee has been assigned work in a higher classification in which the senior eligible employee was denied an opportunity to work (because of the emergency), such junior employee shall not accrue any additional job rights or seniority in a higher classification for such work performed.
10. An emergency replacement in the Maintenance Division shall be filled by the senior employee in the next lower classification.

ARTICLE 8

Severance Pay

(A) A regular fulltime employee whose employment is terminated, through no fault of such employee, due to lack of work, shall be eligible for a severance payment under this agreement provided.

- 1) Such employee has a minimum of one (1) year of actual service with the Company immediately prior to the date of termination, and
- 2) Any employee who, under the existing pension plan, is required to retire but who would not receive regular retirement compensation shall be paid a severance payment hereunder.

(B) An eligible employee shall receive one (1) week's pay for each year of actual service since the last date of employment but not to exceed ten (10) week's pay. (Fractional year shall be taken into account and payment prorated accordingly.)

(C) Severance pay shall be calculated on the same basis as vacation pay.

(D) Severance payments shall be paid in installments on regular paydays.

(E) If re-employed and again terminated, the employee shall be eligible for severance pay based on actual service since re-employment plus any unused previously earned severance pay.

ARTICLE 9

Bargaining Unit Work and Contracting Out

Employees excluded from the Bargaining Unit shall not be permitted to perform work historically done by member of the Bargaining Unit except in emergencies involving real or potential hazards to personnel or equipment or in the instruction of employees.

The Company agrees not to contract normal routine maintenance work as long as the Refinery has the necessary manpower on the active payroll and equipment available to perform such work.

ARTICLE 10

Union Committees and Stewards

- 1) The Union shall select a Workman's Committee composed of seven (7) employees from the above described bargaining unit. Two of the Employees shall be from the Maintenance/Reliability Division, and five (5) from the other departments, without respect to Union office. If a committee member cannot be found from a particular Department, the Union may select another individual from another Department.
- 2) Representatives of the management of the Company shall meet with the Workman's Committee at regular monthly intervals for discussion of individual or mutual problems and to dispose of questions arising under this Agreement. Controversies which do not involve the terms or application of this Agreement may be subject for discussion at any such meetings.
- 3) The Company will recognize certain employees selected from each department as Stewards, whose duties as Stewards shall be to represent the Union in matters of contract interpretation between employees and management. Such duties shall not interfere with performance of work unless approved by management. The Union shall furnish to management the names of all Stewards and their alternates and shall notify management of any change.
- 4) Grievance Committee shall be recognized for the purpose of meeting with representatives of management in the settlement of grievance as specified in Article 12. Grievance Committees

shall be composed of an aggrieved employee, such employee's Steward, the Union Business Representative, and two (2) members of the Workman's Committee.

- 5) If plant operations permit, employees will, upon application to the appropriate supervisor, be permitted, during working hours and without loss of time or pay, to confer with management representatives or with representatives of the Union on matters relating to employer-employee relations.
- 6) **Guidelines for Committee Members Attending Company / Union Meetings**
 - a) If the Company / Union meeting is scheduled on a day when the member is working days, the member will be excused and a standby person called in to work so s/he can attend all Union related meetings. These will include the committee Members per-meeting, the Company Meeting, and the regular monthly night meeting with the union body. If the meetings are over at a reasonable time, then the member should return to finish the shift if possible.
 - b) If the Company / Union meeting is scheduled on a day when the member has been scheduled to work the prior night, then s/he will be excused at midnight and a standby person called in to work so the member can get some rest before the meetings that day.
 - c) IF the Company / Union meeting is schedule on a day when the member is scheduled to work that same night, then the member will be excused for the entire night shift and a standby person will be called in so the member can attend all the meeting that day and night. The only exception will be if the meetings that day are over by noon, then the member will be expected to go into work that night at midnight.
- 7) The Union shall have the privilege of using space designated by the Company on bulletin boards for posting of notices not of a controversial or political nature and which have been approved by the Industrial Relations Department of the Company, and the Union shall have the right to maintain for its exclusive use a bulletin board on the premises of the Company in a place designated by the Company.

ARTICLE 11

Union Dues

Upon written request of an employee, the Company will deduct from wages due the regular monthly dues of such employees as fixed by the Union and shall continue to make such deductions each month until the termination date of this Agreement. The Company will continue to make such deductions after the above date subject to the right of the employee to revoke such authorization at any time. All money so deducted by the Company shall be paid to the Union on or before the 25th day of the month for which deductions are made and shall be in payment of the following month's dues.

ARTICLE 12
Settlements of Dispute and Grievances
Grievance and Arbitration Procedure

1. An employee has a grievance when such employee suffers a mental, physical, or financial loss or hazard as a result of the Company's violation of this Agreement.
2. All grievances concerning the interpretation or application of this Agreement shall be adjusted in the following manner. It is agreed that the members of the Workmen's Committee may initiate grievances individually or collectively on behalf of themselves or other Employees.
3. It is the intent of both Parties that grievances shall be handled strictly within the time limits specified in each step of this grievance procedure. Any grievance which is not presented within the specified time limit of its specific step is considered invalid and cannot be presented or considered at a later date. However, time limits may be extended in any step of this grievance procedure by mutual consent. Time extension requests will not be unreasonably denied
4. In order to receive consideration, a written grievance must specify the provision(s) of this Agreement alleged to be breached, the date of alleged violation occurrence and a brief overview of the alleged infraction.
5. **Section 1** Should any dispute involving the effect, interpretation, interpretation, application, claim of breach or alleged violation of the terms of this Agreement occur between the Company and any Bargaining Unit Employee, group of Bargaining Unit Employees, and/or the Union, such dispute shall be processed in the following manner:

Step 1 – The grievance shall be presented verbally by the aggrieved Bargaining Unit Employee, group of Bargaining Unit Employees, or a Union Representative to the Employee's Supervisor within five (5) business days from the occurrence of the grievance or date the Union is aware of the discipline assessed. The Supervisor will document the time, date, and specifics of this discussion. The Supervisor and Union Representative will sign and date the documentation record of the meeting. The Supervisor shall give the Union Representative a verbal answer to the grievance within five (5) business days of the discussion.

Step 2 – In the event the Parties are unable to resolve the grievance at Step 1, the Union shall reduce the grievance to writing stating the specific incident(s) and Article(s) violated and present it to the Department Manager or Designee within five (5) business days of receiving the Supervisor's Step 1 answer. The Company shall provide a written answer to the grievance to the Union within five (5) business days of receiving the written grievance.

Step 3 – If the dispute is not settled at Step 2, the Union will present the written grievance to the Director of Human Resources or Company Designee within seven (7) business days of the Union receiving the Company's Step 2 answer. The Union will

contact the Director of Human Resources or Company Designee, and arrange a Step 3 meeting on the grievance. The Parties will agree upon a mutual time and date for the Step 3 meeting. Following the Step 3 meeting, the Company shall submit a written answer to the Union, with a copy to the Grievant, within ten (10) business days of the meeting.

6. **Section 2** If the grievance is not settled in the three steps of the grievance procedure as set forth in Section 1 above, the Union may refer the grievance to arbitration. The Union must notify the Company of its intent to arbitrate the grievance within fourteen (14) business days following receipt of the Company's Step 3 answer.

7. **Section 3** An impartial Arbitrator will be selected in the following manner:
 - a) The Union will request the Federal Mediation and Conciliation Service (FMCS) to submit, to the Parties, a panel of seven (7) Arbitrators.
 - b) Each Party may reject one (1) complete panel. If either Party rejects a panel, another panel of seven (7) Arbitrators shall then be requested from the FMCS by the rejecting Party and the selection of an Arbitrator shall be made from the new panel. The rejecting Party shall pay the cost of ordering of the new panel.
 - c) Within twenty-one (21) calendar days after receipt of an acceptable list the Parties shall confer and alternately strike three (3) names therefrom and the remaining individual shall serve as the Arbitrator. The first strike shall be taken by the Party who had the second strike in the immediately preceding arbitration case.
 - d) The Union will notify the FMCS that the Parties have selected an Arbitrator to hear the grievance.
 - e) The Arbitrator appointed by the foregoing procedure shall proceed to hear the grievance promptly and hear evidence of both Parties.
 - f) The Arbitrator shall have jurisdiction and authority to interpret and apply the specified provisions of the grievance in the determination of such grievance. The Arbitrator shall not have jurisdiction or authority to add to, amend or alter the provisions of this Agreement in any manner.
 - g) In cases of discipline, the Arbitrator shall not have jurisdiction or authority to add to, amend or alter the provisions of an established Company Policy or this Agreement
 - h) The decision of the Arbitrator shall be final and binding upon all Parties of this Agreement.
 - i) The Union and the Company shall each bear their own expenses at these arbitration proceedings, including their respective attendees and witnesses.
 - j) The Parties shall each pay one-half (½) of the Arbitrator's expense as well as the cost of the arbitration meeting room expenses.

- k) Any grievance submitted for arbitration that is not actually heard by an arbitrator, or scheduled to be heard, within twelve (12) months of the date the grievance was filed shall be deemed closed, unless, the chosen arbitrator is unable to hear the case within twelve (12) months, the Arbitration will be scheduled as soon as possible.
 - l) Normally, one (1) grievance shall be heard by an Arbitrator, but if the Union and the Company agree in writing, an Arbitrator may be selected to hear multiple grievances in accordance with the terms of the Parties' mutual agreement.
8. **Section 4** By mutual agreement and for good cause, reasonable extensions of time may be given either Party at any step in the Grievance Procedure.
9. **Section 5** Grievances on suspension and discharge cases shall be filed initially at Step 3 within five (5) business days of the effective date of the action.
10. **Section 6** Any problems, complaints, or grievances of any Bargaining Unit Employee and/or the Union arising under or concerning the administration of Group Insurance Plans established in Article 18 shall not be subject to or handled under the above grievance and arbitration procedure of this Agreement, but shall be handled by Designated Representatives of the Company and the Employee under the appeals procedure of the applicable Plan.

ARTICLE 13

Vacations

- 1.
- (A) Employees who complete less than one (1) full year of continuous service with the Company from last date to December 31 of the first fractional year of service will earn one-twelfth (1/12) of an eighty (80) hour vacation for each fully completed month of service provided such employee is actually employed on December 31 of the first year of service. When a new employee is first hired and starts to work between the 1st and 15th of the month, vacation accrual will start with the 1st of the month in which hired. If a new employee starts on the 16th of the month or thereafter, vacation accrual will begin on the 1st of the following month. Thereafter, employee will accrue vacation from January 1 through December 31 for vacation accrual purposes in accordance with the following schedule:
- 2 - 4 yrs. continuous service – 2 wks.
 - 5 – 9 yrs. continuous service – 3 wks.
 - 10 – 19 yrs. continuous service – 4 wks.
 - 20 – 29 yrs. continuous service – 5 wks.

- 30 + yrs. continuous service – 6 wks.

Vacation with pay shall be equal to forty (40) hours per week at the base rate of pay for the permanent classification of the employee.

(B) Employees acquired by the Company through purchase of other properties and transferred to Big Spring Refinery shall, for vacation only, be credit for service with their previous employers.

(C) Upon termination, resignation, discharge, lay off, or otherwise the untaken and unpaid credit vacation (credited through the last preceding month if terminated occurs before the 15th of the month through the end of the month in which termination if same occurs after the 16th of the month) will be paid to the employee or his estate or survivor legally entitled. The vacation credit shall consist of the sum of (1) the vacation credited at the end of the last preceding qualifying year, which is December 31, and (2) one-twelfth (1/12) if the applicable vacation period for each completed calendar month of service in the calendar year, in which termination of employment occurs from which shall be deducted all periods of such vacation therefor actually taken by the employee or paid to him. For this purpose, each completed calendar month of service shall be credited one-twelfth (1/12) against the vacation period applicable according to Paragraph 1(A) above.

(D) An employee off an extended and continuous sick time during a calendar year shall have the amount of his vacation reduced in accordance with the following:

- 1) There shall be no reduction in vacation for the first thirty (30) days of such continuous sick time in any calendar year. After the first thirty days of any calendar year, an employee shall have his vacation pay reduced by one twelfth (1/12) for each additional thirty days of sick time, except that his vacation shall only be reduced in full weeks and any amount of time not enough to cause a reduction for a full week's loss shall be considered. Vacations already earned, which an employee is unable to take due to sick leave, shall be subtracted from the amount of vacation an employee is to lose in the exact calendar year due to extended sick time. There shall be no reduction in vacation because of time off due to industrial injury. Each absence will be treated as a separate occurrence under the aforementioned.

(2)

(A) A vacation schedule shall be prepared by the Company on or before March 1 of each year and on that date posted on the bulletin boards of the Company for a period of thirty (30) days. Copies of the vacation schedule shall be furnished by the Company to the Union upon request. Vacation earned may not be taken during the twelve (12) month period commencing on March 1 immediately

following the calendar year in which accrued pursuant to 1(A) above. Operating needs shall be controlling as to when vacations may actually be taken.

(B) Vacation schedules shall be prepared according to departmental seniority, “except, in cases where employees have exercised their rights under Article 7, Paragraph 7(A), such employees shall not be placed on the vacation roster or select vacation ahead of any employee with more division seniority.” After the final schedule has been posted by the Company bulletin board showing the complete vacation schedule, no senior employee shall be permitted to bump a junior employee out of a scheduled vacation period.

(C) If a vacancy should occur in a department or unit vacation schedule (for any reason) during the vacation calendar year, this vacancy may be filled in the following manner:

(AA) Two (2) full scheduled weeks must exist prior to the vacancy in order for this to be considered a vacancy to be filled. If this condition is met: (a) The department Supervisor will post on the bulletin board for seven (7) calendar days. Anyone wishing to move to this vacancy will so indicate by signing his name to the notice, designating the week from which he is moving. The oldest man (department seniority) will be eligible to fill the vacancy if he does not lower the department’s allotted number of weeks off (for the week he is leaving) lower than the vacancy created. (b) If an employee is absent for any reason and doesn’t write his name on the notice, the Company is not responsible; and he is not eligible to be considered in filling the vacancy. (c) If the person filling this vacancy should create another vacancy, then this new vacancy will be filled in the same manner.

(BB) In no event will an employee’s vacation be canceled after it has begun. Vacations scheduled which have not begun will not be canceled so long as there are less than two vacancies created in a classification for which overtime must be paid for a week(s) in question.

(CC) All or any move on the vacation schedule is subject to the approval of the Manager, Industrial Relations and may be denied for justifiable reasons.

4. Company will allow a Bank Week of Vacation that can be taken one (1) day at a time for Maintenance Department and Warehouse. Employees must give at least twenty-four (24) hour notice, and must get approval of supervision. Requests may be denied for business necessity or if twenty-four (24) hour notice is not received.
5. Services in the Armed Forces of the United States of America is not to be regarded as an interruption of continuous service with the Company. This paragraph shall not be interpreted as providing for accrual of time off with pay.

Article 14 Holidays

The following holidays shall be observed:

- 1) New Year's Day
- 2) President's Day (3rd Monday in February)
- 3) Good Friday
- 4) Memorial Day (last Monday in May)
- 5) Fourth of July
- 6) Labor Day
- 7) Thanksgiving Day
- 8) Friday following Thanksgiving Day
- 9) Christmas Eve
- 10) Christmas Day

In the event a holiday falls on Saturday, then Friday shall be considered the holiday. In the event a holiday falls on a Sunday, then Monday shall be considered the holiday.

When Christmas Day falls on Saturday, the Christmas Eve holiday will be observed on the preceding Thursday. When Christmas day falls on Thursday, the Christmas Eve holiday will be observed on the following Friday. When Christmas Eve falls on Sunday, the holiday will be observed on the following Tuesday.

Employees working on a regular rotating shift or regularly assigned to work Saturday and Sunday observe the holiday on the actual calendar day of observance.

The Company agrees that in the event a maintenance employee is forced to take a bank day of vacation or lose the day in a week in which that employee would have worked seven days and have been paid the double time rate for the seventh (7th) day, to pay the seventh day worked at the double time rate.

Any employee scheduled on a regular rotating shift and is required to work on a holiday shall be paid at two and one-half (2½) times such employee's base rate for all worked performed.

Employees not required to work on a holiday shall be paid a day's pay, eight (8) hours, at their regular base rate as a holiday allowance.

Employees not working a rotating shift and scheduled off on a recognized holiday will be paid the regular eight (8) hour holiday allowance. Should such employee be called to work during the time he would normally work, s/he shall be paid at one and one-half (1 ½) time for hours worked or four (4) hours at the regular straight rate, whichever is greater.

Should such employee be called for work outside the time he would normally work, he will be paid at double time and one-half for all hours worked, or four (4) hours at the regular straight rate, whichever is greater.

The holiday allowance and double time and one-half (2½) shall not be paid for the same hours.

In the event a holiday falls during an employee's vacation period, a holiday allowance of eight (8) hours shall be paid in excess of the regular vacation pay.

It is understood that the determination of work requirements on holidays is the sole responsibility of Management.

In computing weekly overtime in a week in which a holiday occurs, hours worked on an employee's regular schedule and hours scheduled but not worked and for which holiday allowance is made shall be counted in computing the weekly overtime. Out-of-schedule hours worked for which double time or time and one-half has been paid shall be excluded in computing weekly overtime during a week in which a holiday falls.

To be eligible for holiday pay, the employee's scheduled day before and scheduled day after the holiday must be worked or satisfactory arrangements with the proper supervisor must be made. An employee on sick leave shall not receive holiday pay.

The Company agrees shift workers who are working their scheduled time and a half day in their scheduled six (6) day week and the sixth (6th) day falls on a holiday will be paid an additional four (4) hours at the straight time rate.

ARTICLE 15

Bereavement

In the event of a death of a person in an employee's immediate family, such employee shall be granted the day before the funeral, the day of the funeral, and the day after the funeral without loss of base rate pay. Provided that in the event the funeral is beyond the distance of four hundred miles from the plant and the employee attends same, he shall be granted a fourth day of leave immediately preceding or succeeding the three-day funeral leave without loss of base pay rate. For the purpose of this paragraph, the immediate family shall be deemed to include the spouse, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, and immediate household of the employee or the employee's spouse.

In the event an employee serves as a pallbearer at the funeral of a fellow employee or Big Spring Refinery retiree, said employee will be allowed the necessary time off not to exceed eight (8) hours time off each time without loss of base rate pay to serve in such capacity.

(A) All employees will be allowed one (1) day off in observance of death in the immediate family whether or not such employee attends funeral. This day shall be the day of the funeral.

(B) Bereavement during Scheduled Vacation:

If a family death occurs during an employee's scheduled vacation, the applicable time off shall be charged as bereavement leave and the employee will be allowed to reschedule the vacation time at a later date.

The policy will not change for normal scheduled days off.

ARTICLE 16

Leave of Absence

- 1) a) If plant conditions permit, leave of absence of not more than sixty (60) days duration for each employee for the purpose of attending Union conferences or Union business will be granted during any calendar year to not more than three (3) employees at one time providing the request for such leave of absence is made in advance. Such leave of absence shall be without pay but shall not affect the status of employees with respect to seniority.
 - b) Leave of absence for the purpose of filling Union office shall be granted to not more than one (1) employee, provided fifteen (15) days advance notice is given. Leave of absence of a period of six (6) years shall be granted. Such leave of absence shall not affect the status of employees with respect to seniority and shall be without pay.
 - c) Leave of absence for the purpose of filling public office shall be granted to not more than three (3) employees at the same time, provided fifteen (15) days' notice is given. Leave of absence not to exceed eighteen (18) months in any three (3) year period shall be granted. Such leave of absence shall not affect the status of employees with respect to seniority and shall be without pay.
 - d) It is understood that employees on leave of absence, under this ARTICLE, shall participate in all advances while under leave of absence.
- 2) In case of sickness in an employee's immediate family certified to by an acceptable doctor, such employee may be granted a sick leave not to exceed ninety days without pay but without loss of seniority rights or other service benefits. For the purpose of this ARTICLE, the "immediate family" shall be deemed to include the spouse, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and immediate household of the employee or the employee's spouse.
- 3) a) Other leaves will be granted at the discretion of the Company with the reason for leave being the controlling factor. In no instance will leave be granted for an employee to pursue an occupation outside the Refinery in which such employee is currently employed at the refinery.
 - b) It is understood that the employee will not accrue any seniority during such leave of absence but will retain any seniority accumulated at the time leave of absence begins. An employee who fails to return at the expiration of any leave shall be considered to have resigned and will be terminated accordingly.

- 4) After one (1) year of service an employee shall receive three (3) days off with pay for a child born or adopted into the family. This day must be taken within ten (10) days of the date of the addition.

ARTICLE 17

Civic and Jury Duty

Civic duties (for eight (8) hour shifts)- Any employee required to be absent from work on account of jury duty, coroner's inquest, or to serve as a witness in any court as a result of summons shall be excused from work on that day to perform this service, except that should a regularly scheduled day worked be excused from civic duties on or before 12 o'clock noon on a regular day or employees scheduled for the evening shift be excused on or before 1:30 p.m. immediately prior to such employee's scheduled shift, the employee will report for work and complete such regular schedule. In the event an employee is scheduled to work the midnight shift prior to a call for the above civic duties, such employee will be excused from that work shift. Employees being excused from civic duty after 3:00pm shall not be required to work the succeeding 11:00 p.m. to 7:00 a.m. shift. An employee shall receive for the time this absent the differences, if any, between such employee's regular pay for such period and any fee received. To be eligible for such payment a statement showing actual hours spent in court certified by the Clerk of such court must be presented.

(A) It is further agreed that if for any reason an employee is not required to report for civic duties until 1:00 p.m. or later, on the first day of such duty, such employee will work as follows:

- 1) In the event an employee is scheduled to work the midnight shift prior to call for the above civic duties, such employee will be excused from that shift at 3:00 a.m.
- 2) In the event an employee is scheduled to work the schedules between the hours of 7:00 a.m. and 5:00 p.m. prior to call for the above civic duties, such employee will be excused from that schedule at 11:00 a.m.
- 3) Civic duty will be paid equal to jury duty pay in regard to court procedures in the event the employee is not part of the court action and is subpoenaed.

(B) **JURY DUTY** for Twelve (12) Hour Shift Workers

- 1) If jury duty occurs when a twelve (12) hour shift worker is scheduled to work days, the employee will be excused for the entire day if jury duty extends past noon. If the employee is released by noon, he/she will be expected to report to work for the remainder of the shift.
- 2) If the twelve (12) hour shift worker is scheduled to work nights prior to reporting for jury duty, he/she will be expected to work their shift from 6:00

p.m. until 11:00 p.m. The employee will then be excused for the remainder of the shift to rest prior to reporting for jury duty.

- 3) If the twelve (12) hour shift worker is scheduled to work nights after jury duty, he/she will be excused from the entire shift if jury duty extends past 3:00 p.m., he/she will be expected to report for work at 11:00 p.m. and finish the shift. If the employee is excused prior to noon and feels that he/she will be rested enough to work the entire 6:00 p.m. to 6:00 a.m. shift, the employee will be paid two (2) hour of overtime pay (1½ x pay) in addition to regular earnings. The employee should notify supervision by noon that he/she will report at the regular time of 6:00 p.m. to avoid a relief person being scheduled to work.

ARTICLE 18

Benefits

1. No benefits enjoyed by the employee at the time of the signing of this Agreement shall be changed, except where specific provisions of this Agreement may alter such working conditions and benefits of where such benefit were limited at the time granted. These benefits not elsewhere listed are as follows:
 - Sick and Accident Benefits
 - Group Insurance (subject to annual approval of Company Board of Directors)
 - Big Spring Hunting and Fishing Club
 - API Pension Plan
 - Thrift Plan
2. Provide medical and dental coverage consistent with Corporate Plan which covers all Salaried Employees. The Company will pay eighty percent (80%) and the employee twenty percent (20%) of the medical and dental premiums. If, during the term of this Agreement, the premiums for such insurance are increased or decreased, the Company and employee shall continue paying the same pro rata share of premium cost. The Company agrees to renew previous agreements with the Union regarding healthcare (for employees and eligible dependents).
3. Annual Medical Plan Report to be made available to Union.

ARTICLE 19

Miscellaneous and General

1. There shall be no discrimination against any employee with respect to any conditions of employment on account of membership or non-membership in this labor Union or on account of race, color, creed, sex, age or for any other reason contrary to public policy or this Agreement.

2. Clothing Allowances- The Company will provide protective clothing to all employees required to work in cleaning and repairing tanks and vessels. Such clothing shall be limited to slicker suits, rubber boots, rubber gloves, goggles, overalls, etc., and shall be used only where work is unusually dirty or where proper safety dictates its usage. In addition to the above, the Company will provide gloves, sleeves, and goggles as protective clothing for welders, also protective hoods, protective face cream and gloves for employees engaged in sand blasting and spray painting. It is understood that none of the above clothing is to be used except as a specific work indicated the need for such clothing. The specific listing above shall not be intended to deny use of proper protective clothing being supplied employees engaged in other work where there is apparent damage indicated if only regular clothing is worn and proper safety indicated special protective clothing is desirable.
3. The Company agrees to furnish flashlights in all departments requiring same, these to be maintained in good working order by the Company.
4. Maintenance Breaks will be taken at the nearest break site as time and work load permits and dictates, not to exceed fifteen (15) minutes including travel time. In-shop breaks limited to ten (10) minutes. Employees in the Maintenance Department who are required to check out hand tools shall be allowed a reasonable time, not to exceed ten (10) minutes, before the end of their scheduled work day in which to clean up and check tools into the tool house
5. This contract contains all agreement between the Union and the Company with the exception of properly signed letter agreements and letters covering interpretations and proper administration of this contract's provisions included in the supplement hereto
6. The Union represents to the Company the terms of this Agreement have been presented at an official meeting of the Union duly called and that this Agreement has been ratified and adopted by a majority vote.
7. All letter agreements between the Company and the Union previously agreed to will remain in full force and effect.
8. During the term of this Agreement there shall be no strike, slow down, or refusal to work by employees of the Company. Any claimed violation of the above shall be considered a dispute under the terms of this Agreement; and, in addition to any other rights the Company may have, it may elect to have such dispute submitted immediately to final and binding arbitration by joint letter of the Company and the Union to the Federal Mediation and Conciliation Service. The Company agrees that during the term of this Agreement it will not engage in a lock out of its employees.

ARTICLE 20

Management Rights

The Company reserves the right to manage its business and affairs and to direct the working forces, except as limited by the terms of this Agreement, including but not limited to the right to discharge or discipline employees for just cause, hire, layoff, automation of equipment, and scheduling of work.

Company will have exclusive right to determine the size of the work force and the number of employees assigned to any given classification or department.

ARTICLE 21

Successorship

The parties agree that in the event Delek US Holding, does business as Alon GP USA, (hereinafter, the Company or BSR) enters into an agreement to sell the Refinery covered by the Collective Bargaining Agreement (CBA) in its entirety to a third party or enters into a joint venture or merger agreement which agreement will result in a change or ownership of the Refinery in its entirety and which will result in the Company having an interest in said new ownership, BSR will include in any sale, merger or joint venture agreement, the requirement for the continued operation of the Refinery that the successor Company shall recognize the Union as the exclusive representative of the Bargaining Unit for such continued operation and shall adopt the CBBA and all existing Memoranda of Agreement. "Refinery", as used herein, shall mean the currently existing plant of BSR for refining crude oils into products primarily as fuels and lubricants and located at Big Spring, Texas. The CBA shall remain in full force and effect for its duration, except for mutually agreed to changes and continued employment with the successor Company shall not require any form of a severance payment from BSR.

Except that such successor Company shall not be required to continue the existing employee benefits, but shall be entitled to establish a package of benefits for employees covered by the CBA that are reasonably comparable in the aggregate. If requested by the Union, the Company shall negotiate with the Union in good faith regarding those benefits. Should an agreement not be reached, the successor Company may proceed with implementation of the proposed Benefits Plans and the Union will not have the right to strike.

However, if the parties are unable to reach an agreement on Benefits Plans, the successor company will have the option to waive the foregoing reasonably comparable Benefits Plans in the aggregate" commitment for "reasonably comparable Benefits Plans in the aggregate" commitment and provide the Union with the option to strike the successor employer on Benefits Plans only by giving the successor company fourth-five (45) days' notice with in fifteen (15) days after the Union has been informed by the successor company that it is waiving the commitment for "reasonably comparable Benefits Plans in the Aggregate."

ARTICLE 22

Work Rules

1. The Alon USA Substance Abuse Policy will be changed to reflect that the definition of “Intoxicated” will be a Breath Alcohol content (BAC) of 0.08 or greater to conform to Texas State Law. The definition of “Impaired” will change to a BAC of 0.04 but less than 0.08 BAC.
2. Company agrees to consider removing disciplinary letters from represented employee files two (2) years after such discipline occurred provided that no additional disciplinary action has been taken toward employee. Any decision to remove disciplinary letters from a represented employee’s file will be at the Company’s discretion. Additionally, removal of such disciplinary letter(s) from an employee’s file will not set a precedent for any other represented employee. The Company and the Union will together review the discipline in a represented employee’s personnel file prior to the Company making its decision on whether such disciplinary documentation should be removed.
3. Company and Union agree to modify language in the Level Certification Agreement dated October 17, 1997, such that the ability to freeze at a Level I and Level II position in Operations, Oil Movement and Storage (OM&S), Laboratory, and Maintenance will be eliminated. However, Company will continue to allow one (1) person in OM&S to freeze at the Level I Tank Car Loading Position. Should multiple employees want to freeze at this position, seniority will apply. The pay rate for this position will be the Operator I rate.
4. Company and Union agree to the Alon Big Spring Refinery Fatigue Policy Dated March 12, 2015 and which will become effective July 1, 2015.
5. Company agrees to enhance the two (2) sick days per year such that both days may be used for personal business. Supervisor approval must be obtained prior to scheduling a personal business day. Unused days may not be carried over to the subsequent calendar year.
6. Any employee of the Company accusing another employee of misconduct or mishandling of duties shall be required to appear before the Workman’s Committee, representatives of Management, and the person accused and repeat and substantiate such accusations if the accused person makes a request for such handling.
7. Safety Precautions- The Company and the Union agree to observe all necessary safety rules and precautions. Any new device agreed upon as necessary by the Union and the Company will be provided by the Company. Infraction of safety rules and failure to utilize protective equipment will be reported at regular meetings of the Workman’s Committee with the representative of the Company.
8. Designated smoking areas are provided for the convenience of the employees, and smoking is strictly prohibited in any other locations within the Refinery premises.

ARTICLE 23
Training Program

Company agrees to participate in SEATT Training Program provided Company determines it will be beneficial to its existing Training program. Company will provide Union with sixty (60) days written notice of intent to discontinue participation in SEATT Training Program.

ARTICLE 24
Severability

If any of the provisions of this Agreement shall be held invalid by any Governmental authority, such action shall not invalidate the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized representatives, the day and year first above written.

Delek US DBA: Alon USA, LP, By: Alon USA GP II, LLC, its General Partner

May 12, 1993